

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 33	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER NNS09ZDA001R	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARVIN HORNE		b. TELEPHONE NUMBER 228-688-3528 <i>(No collect calls)</i>		6. SOLICITATION ISSUE DATE 01/30/2009	
9. ISSUED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000		CODE SSC		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 331210 SIZE STANDARD: 1,000		<input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> Sole Source <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING DO-C9	
15. DELIVER TO Karma Snyder Building 2204 Receiving Dept. Stennis Space Center MS 39529		CODE		16. ADMINISTERED BY NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE SSC	
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	INCO TERMS 2: Destination This contract covers all test complex piping material, including, but not limited to potable water, industrial water, gas systems, hydraulic systems, pneumatic systems, propellant, vacuum, and cryogenic piping. Requirements herein shall govern the design, manufacture, inspection and testing, cleaning, shipping preparation, labeling, delivery and installation of piping materials and pipe supports and foundations. All <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> James D. Huk II		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	elements of work shall be defined in individual task orders.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED☐ INSPECTED☐ NOTED: _____

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Firm Fixed Price (1852.216-78) (DEC 1988)

The total firm fixed price of this contract is **NOT TO EXCEED \$9,000,000**
(Each Task Order will be firm fixed price)

Ship To: All requirements herein shall be delivered to the following address **FOB Destination:**

All deliverables will be shipped to the following address unless the individual task order states other wise.

NASA STENNIS SPACE CENTER
Attn: Karma Snyder
Bldg 2204 Receiving Dept
Stennis Space Center, MS 39529-6000

Invoices: The Contractor shall submit invoices to the following address:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415

Period of Performance: The performance period for this contract shall be 5 years. Each delivery order period of performance shall be cited on the delivery order issued. Delivery orders may be issued anytime prior to contract expiration. Terms and conditions of contract shall remain in full force and effect in their application to such delivery order.

Contract Completion: This contract shall be considered complete when all items have been delivered and accepted by designated SSC personnel.

SOLICITATION PROVISIONS

52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (Jun 2008)

The following **ADDENDA TO FAR 52.212-1** are incorporated:

ADDENDUM TO 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

The following paragraph of this clause is tailored as follows:

(c) *Period for acceptance of offers.* Replace with the following: *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for **60** calendar days from the date specified for receipt of offers.

INDUSTRY DAY INFORMATION. The government will conduct a single organized Industry Day for this requirement. The industry day is scheduled for **February 9, 2009 at 9:00 a.m.** Offerors are highly encouraged to attend this meeting prior to submitting an offer, as it will be the only Industry Day provided. In order to arrange access to SSC, offerors planning to attend shall notify **Marvin.L.Horne@nasa.gov** **no later than 3:00 pm on Wednesday Feb 4, 2009** with the exact number and names of representatives that will be attending; offerors failing to do so will not have seating. Offerors shall report to the SSC South Visitor's Reception Center at precisely 8:30 in the morning on Feb 9, 2009 and sign in with the receptionist, providing the names of individuals attending. Any questions regarding the meeting must be submitted in writing to marvin.l.horne@nasa.gov.

INSTRUCTIONS REGARDING SUBMISSION OF OFFER:

The following information is to be provided with offeror's proposal. The information requested must be provided for the prime contractor, and, if applicable, significant subcontractors.

Proposal evaluation shall be based on Offerors response to: task one (1) Procurement of Vacuum Jacketed Piping for Transfer of Liquid Hydrogen at A-2 Test Stand; and/or task two (2) Refurbish High Pressure Gas Distribution System. Offerors that respond to both tasks shall provide all required information for each task separately.

TEN DAYS PRIOR TO PROPOSAL DUE DATE, OFFERORS ARE ENCOURAGED TO PROVIDE THE FOLLOWING:

- a. (3) Copies of the completed Attachment B (Past Performance Form).
- b. (3) Copies Relevant Experience.

A) TECHNICAL COMPLIANCE

The government will evaluate to what extent proposal is in compliance with required Statement of Work/Specifications/Drawings as well as the reasonableness of the proposed approach. The following **MUST** be submitted with the offer for evaluation:

1. Information provided shall include a discussion of the offeror's approach to meeting the requirements of the solicitation and should be specific, detailed, and complete enough to clearly and fully demonstrate an understanding of the requirements/specifications and any risks associated with the objectives of this procurement. It is inadequate to simply state that offeror understands and will comply with the requirements, or to paraphrase the requirements such as: "standard procedures will be employed to..." and "well-known techniques will be used for...". The information provided shall comprehensively explain how offeror proposes to comply with the applicable specifications, as well as, the techniques and procedures offeror intends to utilize. At a minimum, supportive documentation shall address machining and other fabrication, quality control, welding, welding inspection, assembly, installation (if applicable), cleaning, and post delivery inspection.
2. Offeror shall provide Preliminary dimensional drawing(s) of piping configuration depicting size, type of fabrication, piping weight, and support locations.

3. Offeror shall provide adequate documentation and technical references to support proposed material selection and piping configuration. At a minimum, supportive documentation shall address design temperature range, fabrication, cleaning, and post delivery inspection.
4. Offeror shall provide preliminary calculations for piping thickness, preliminary thermal analysis of design temperature range, analysis techniques for pipe and pipe support calculations, and calculations and/or cut sheets for any long delivery items. Results of all preliminary calculations shall be summarized.
5. Offeror shall identify tests to be used to certify that proposed materials meet the requirements of the specifications and ensure ASME Code compliance.
6. Offeror shall provide quality control manual(s) adequate to demonstrate that offeror has a quality management system in place sufficient to assure the end product provided meets the requirements of this procurement.
7. Offeror shall provide representative sample cleaning procedure adequate to demonstrate items will be cleaned to NASA requirements.
8. Offeror shall identify all Manufacturers' ASME Certifications.
9. Offeror shall provide a safety plan for the installation phase of the task.
10. Technical Compliance will be evaluated on a numerical scale between 0 and 45.

B) SCHEDULE

1. Offeror shall provide a preliminary schedule depicting design, material procurement, fabrication, installation and fabrication of pipe supports, testing, and delivery in calendar days after receipt of order with final delivery date identified.
2. Offeror shall provide documentation sufficient to demonstrate the ability to develop fabrication drawings, installation and fabrication of pipe supports, procure material, fabricate, test, clean, and ship the piping by the required delivery date. The number of shipping days and method should be included in the schedule. Shipping shall be FOB destination.
3. Schedule will be evaluated on a numerical scale between 0 and 10.

C) RELEVANT EXPERIENCE (As a risk Factor)

Relevant experience is the accomplishment of work that is comparable or related to the technical work required by this solicitation, and is of similar scope, size, and complexity. This information **is encouraged** to be provided no later than **ten days prior** to the proposal due date.

At a **MINIMUM**, Relevant Experience provided shall include verifiable experience in designing and fabricating comparable stainless steel components and assemblies **for** medium pressure (100 - 300 psig) and size (4 inch – 12 inch) vacuum jacketed pipe for liquid hydrogen service in accordance with ASME B31.3. **Relevant Experience provided shall also include verifiable experience in designing and fabricating comparable stainless steel components and assemblies for high pressure (up to and including 3800 psig working pressure) and size (4 inch – 12 inch) pipe for gaseous hydrogen service in accordance with ASME B31.3.** Specifically note pressure, volume, wall thickness, service

media, analysis programs for design, and a contact for experience verification (name, telephone number, and address).

The evaluation team will assign one of the following ratings for the relevant experience characteristic:

RATING	DEFINITION	STANDARD
Low Risk	Little doubt exists, based on the offeror's experience; that the offeror can satisfactorily perform this kind of work.	Extensive experience in projects of similar size, scope, complexity.
Moderate Risk	Some doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work.	Limited experience in projects of similar size and scope or extensive experience as the primary subcontractor for projects similar in size and scope.
High Risk	Significant doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work.	Very little experience in projects of this kind.

D) PAST PERFORMANCE

1. Past Performance Information (PPI) shall include the name(s) and contact information for the three (3) most recent (within three years from the offer due date listed on page 1, in Block 8, of the SF1449) and relevant (as noted in B listed above) references (whether federal, state, local government, or private industry) for the prime contractor, and, if applicable, significant subcontractors. Failure to provide adequate contact information shall result in the reference being given a "neutral" rating.
2. Offeror shall provide documentation demonstrating years of experience by the manufacturer in design and manufacture of components and assemblies of similar design. Qualification name, phone number, and address are required. Documentation shall include a list of components and assemblies fabricated, size, location of use, service, and date of manufacture. A minimum of three (3) years of experience is required.
3. For newly formed businesses having little or no company experience, the past performance of a predecessor firm, the company's principal owner(s), or corporate officer(s) may be considered. The lack of a performance record may result in an unknown performance risk assessment which will neither be used to the advantage or disadvantage of the Offeror. The evaluation will be based on information obtained from references provided by the Offeror of relevant past contracts performed in the past three years (Attachment J), as well as other past performance information obtained from other sources known by the Government (i.e., PPIRS, Past Performance Information Retrieval System) or any other source that may have useful and relevant information.
4. The Past Performance Form (Attachment B) and the Evaluation Form (Attachment C) shall be used to collect and record information concerning your firm's past performance and any subcontractor and/or teaming partner. Using Attachment B, submit the names of customers, preferably the Government, where you have performed as a prime contractor and/or a subcontractor within the past three years. Offerors shall include in their proposal, the written consent of its proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance evaluation

with the Offeror during the discussion phase of this procurement. This information **is encouraged** to be provided no later than **ten days prior** to the proposal due date.

The evaluation team will assign one of the following adjective ratings for each past performance form/survey received:

RATING	DEFINITION	STANDARD
Outstanding	Substantially exceeds requirements. Entirely favorable past performance. No Major Breach of Safety within the past three years	A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible, or unfounded. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more than recent performance that corrective action has made the likelihood of such conduct in the future highly improbable. A major breach of safety is an act or omission of the contractor that consists of an accident, incident or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million dollars or any "willful" or "repeat" violation cited by OSHA or a state agency operating under an OSHA approved plan within the past three years.
Above Average	Somewhat exceeds requirements. More favorable than unfavorable past performance	Most sources of information state that the offeror's performance was good, better than average and that they would willingly do business with the offeror again. Complaints, though perhaps well founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.
Neutral	No record exists or the contractor has no past performance to report.	
Satisfactory	Meets requirements. Inconclusive past performance record.	Sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old.
Marginal	Barely meets requirements. More unfavorable than favorable past performance	Many sources of information make unfavorable reports about the offeror's performance and either express serious doubts about doing business with the offeror again or states that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of good performance. The offeror may have been indicted, pled guilty, or may have been found guilty on matters of criminal conduct, but issues are unresolved, relatively minor, or do not reflect a company wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company wide or managerial pattern of fraudulent, negligent, or criminal conduct.

Unsatisfactory	Does not meet requirements. Entirely unfavorable past performance	A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well founded, or, although not debarred or suspended, the offeror is under indictment or has been convicted of criminal conduct, or has been found liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective.
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(E) PRICE

1. This procurement is exempt from the requirements of submission or certification of cost or pricing data. However, offeror is to provide a general breakdown of pricing (i.e., labor, equipment, materials, subcontracts, transportation, etc.) sufficient to determine price realism and reasonableness. Should significant subcontractors be involved, the pricing breakdown shall identify the pricing associated with each subcontractor.
2. Offeror must include a price for each item contained in section 20 of Standard Form 1449. Failure to include a price for all items may render the offer nonresponsive and exclude it from further consideration for award.
3. Offeror shall identify and document all (if any) assumptions, conditions, and/or exceptions upon which the price is based. Any assumptions, conditions, and/or exceptions considered by the Government to be unacceptable may result in elimination for an award.

(F) FORMAT

1. Proposals shall be clear and concise, and shall include sufficient detail for effective evaluation and substantiation of stated claims. The proposal shall not simply affirm, rephrase, or restate the Government's specifications/requirements, but rather shall provide convincing rationale to address how the offeror intends to meet the specifications/requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation only on the information presented in the offeror's proposal.

Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired.

2. If a joint venture, subcontracting arrangement, or any other type of contractual arrangement is proposed, proposal shall clearly delineate the approach for overall management and integration of this teaming arrangement. Offeror shall describe the operational and management interfaces (including all levels of supervision and management) for interacting with subcontractors, other contractors, NASA, and other resident agencies and why they will be effective in accomplishing the requirement.
3. All information and all copies of offer must be submitted no later than the date and time specified on Page 1 in Block 8 of the SF 1449. Proposals that arrive after the prescribed date and time specified for receipt of proposals will be considered late and treated in accordance with FAR 52.212-1(f)(2).

4. Signed offer(s) may be submitted in hard copy only. However, for ease of evaluation, the breakout requested in paragraph (D) above (.xls compatible) may be submitted on CDROM so long as a hard copy is also received.

(G) AVAILABILITY OF DOCUMENTS - The Specifications and Drawings will only be made available on CDROM. Requests for copies shall be made by e-mail to the Bid Distribution Office: Jennifer.l.parker@nasa.gov. Telephone or faxed requests will not be accepted. The list of offerors requesting CDROMs will become the "Bidders Mailing List" for small business subcontracting purposes. Offerors are advised that this list will be posted to the NAIS and FBO websites.

(H) QUESTIONS - Questions regarding the solicitation and/or specifications are encouraged to ensure adequate understanding of the government's requirement. All offeror questions regarding subject solicitation must be submitted no later than 3 pm local time (Central) on 02/16/2009. Questions submitted after this date/time will not be accepted. Questions will be accepted via e-mail only to: Marvin.L.Horne@nasa.gov (cc: james.d.huk@nasa.gov). Faxed or telephoned questions will not be accepted.

(I) PAYMENTS

1. Offeror shall provide an anticipated milestone payment plan to identify the estimated amounts and frequency of invoice submissions in accordance with the addendum to FAR 52.212-4(i) herein. Offerors are advised that advanced payments will not be authorized. Payments should be based on measurable progress milestones.

2. Following is an example milestone schedule, but the contractor should develop their own that matches their fabrication process.

Milestone	Payment (can be % or fixed \$)
1. Submittal of drawings	10%
2. Receive 50% of materials	20%
3. Receive 90% of materials	20%
4. Completion of hydro test	30%
5. Ship Vessel	10%
6. Final Acceptance of vessel and all submittals	10%

(J) ALTERNATE PROPOSALS - Offerors are allowed submit an alternate proposal that departs from the stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the government. Any deviations from the specifications and/or terms and conditions of the solicitation, with the comparative advantage to the government, shall be clearly identified and explicitly defined. The offeror shall also provide an assessment of the risks associated with the offeror's approach, including the identification of impacts and mitigation recommendations in the applicable section of the proposal. The government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements. If an alternate proposal is submitted, offerors are required to submit a separate, independent, and complete proposal that conforms to the solicitation to ensure consideration.

(K) SMALL BUSINESSES - Small business offerors shall address the nonmanufacturer and ostensible subcontracting relationship rules in their proposal and demonstrate compliance with the performance requirements inherent therein.

(L) PROPOSAL COSTS - The Government will not pay any offeror for preparation of their proposal.

52.212-2 EVALUATION--COMMERCIAL ITEMS (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Technical Compliance, Schedule, Relevant Experience, Past Performance, and Price. Technical Compliance, Schedule, Relevant Experience and Past Performance when combined, are approximately equal to Price.

(b) Options. N/A

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

The following **ADDENDUM TO FAR 52.212-2** is incorporated:

(A) COMPETITIVE NEGOTIATED PROCUREMENT USING QUALITATIVE CRITERIA

This procurement is being conducted utilizing Best Value Selection (BVS), which seeks to make an award based on the best combination of price and non price qualitative merit (including Technical Compliance, Schedule, Relevant Experience, and Past Performance) of the proposals submitted and reduce the administrative burden on Offerors and the Government. BVS predefines the value characteristics which will serve as discriminators among proposals. BVS evaluation is based on the premise that, if all proposals are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price (fixed-price contracts) or the lowest most probable cost (cost type contracts). However, the Government will consider awarding to an Offeror with higher qualitative merit if the difference in price is commensurate with added value. Conversely, the Government will consider making award to an Offeror whose quote has lower qualitative merit if the price (or cost) differential between it and other offers warrants doing so.

(B) EVALUATION CRITERIA

a. The award will be made where the offeror is determined to be responsible, and the proposal is responsive and offers the best value to the government. Best value will be determined based on an integrated assessment of each proposal in terms of technical compliance/schedule, relevant experience, past performance, and price. Therefore, subjective judgment by the government is implicit in the evaluation process. **Technical Compliance, Schedule, Relevant Experience and Past Performance when combined, are approximately equal to Price.** If offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made without conducting discussions.

b. Once all responses have been gathered, proposals will be qualitatively evaluated by team members using the below value characteristics. All proposals will be judged against these value characteristics.

(C) EVALUATION PROCESS

The Government will evaluate proposals in two general steps:

Step One -- An initial evaluation will be performed to determine if all required information has been provided and the Offeror has presented a responsive proposal. Offeror may be contacted only for clarification purposes during the initial evaluation. Should a proposal be determined nonresponsive, the offeror shall be notified that their proposal has been rejected and the reasons therefore, and the proposal shall be excluded from further consideration.

Price will be evaluated via price analysis. The analytical techniques and procedures described in FAR 15.404 may be used, singly or in combination with others to ensure the final price is fair and reasonable.

Otherwise responsive proposals containing a significant variance in price from the government's estimate may be immediately removed from further consideration, if there is no expectation that an award can be made at a fair and reasonable price, as it would be detrimental to the public interest to pay more than fair market price.

Step Two -- All responsive proposals will be evaluated against the specifications/statement of work and the value characteristics identified herein. Based on this evaluation, the Government has the option, depending on the specific circumstances of the proposals received, to utilize one of the following methods: **(1)** Make selection and award without discussions; or **(2)** after establishment of the competitive range, hold discussions with all finalists and afford each Offeror an opportunity to revise its proposal, and then make selection based upon an evaluation of the revised proposals.

Offerors are cautioned that omissions or an inaccurate or inadequate response to these evaluation factors may have a negative effect on your overall evaluation.

References other than those provided by the offeror may be contacted and their comments considered during the evaluation process. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the Offeror.

(D) VALUE CHARACTERISTICS

Listed below are the value characteristics that will be utilized in the evaluation of each proposal. Each value characteristic is further defined to explain the rating that each offeror will receive.

Documentation insufficient to make a definitive determination regarding these characteristics will negatively impact the score received.

- a) Technical Compliance 45%
- b) Schedule 10%
- c) Relevant experience 25%
- d) Past Performance 20%
- e) Price

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (Jun 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision -

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. **Check all that apply.**

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: N/A

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); **or**

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). *(Check one of the following):*

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51-100	_____ \$1,000,001-\$2 million
_____ 101-250	_____ \$2,000,001-\$3.5 million
_____ 251-500	_____ \$3,500,001-\$5 million
_____ 501-750	_____ \$5,000,001-\$10 million
_____ 751-1,000	_____ \$10,000,001-\$17 million
_____ Over 1,000	_____ Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that **either**—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); **or**

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone

employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; **and**

(ii) It ☐ is, ☐ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246 --*

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; **and**

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), **or**

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph

(g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; **and**

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product

Listed Countries of Origin:

N/A

*(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) **or** (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place

of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); **or**

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

52.225-2 – BUY AMERICAN ACT CERTIFICATE (Jun 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(b) Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>; NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

A. FEDERAL ACQUISITION REGULATION (FAR) (48CFR CHAPTER 1) PROVISIONS:

The following FAR provisions are included by reference:

- 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008) Fill In: DO-C9
- 52.232-38 Submission of Electronic Funds Transfer Information with Offer (May 1999)
- 52.233-2 Service of Protest (Sep 2006) Fill In: (John C. Stennis Space Center, Office of Procurement, Bldg 1100, Rm 251H, Stennis Space Center, MS 39529-6000)

The following FAR provisions are included by full text:

- 52.216-27 Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to one or more sources under this solicitation.

(End of Provision)

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) PROVISIONS (<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>):

The following NFS provisions are included by reference:

- 1852.233-70 Protest to NASA (Oct 2002)
- 1852.223-73 Safety and Health Plan (Nov 2004)

(End of Provision)

CONTRACT CLAUSES

52.212-4 -- CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (Oct 2008)

The following **ADDENDA TO FAR 52.212-4** are incorporated:

ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

The following paragraphs of this clause are tailored as follows:

(a) Inspection/Acceptance.

(a)(1) If the contractor fails to promptly perform the services again, or to take the necessary action to ensure future performance in conformity with contract requirements, the government may, by contract or otherwise, perform the services at contractor's cost.

(a)(2) Inspection and acceptance of the services will be performed at Stennis Space Center, MS.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the Government.

(i)(1) Due to the potentially volatile market for materials required for this acquisition and long lead time for delivery, the Government realizes that payment upon completion and delivery may create undue hardship for small businesses. Therefore, milestone billing will be authorized in accordance with offeror's accepted milestone payment plan. Should circumstances result in the contractor's inability to deliver the final product or the contract being terminated, all materials billed and paid shall be immediately delivered to NASA or payments reimbursed.

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (Jan 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

☐ (4) [Reserved]

☒ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

- ☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ☐ (10) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). Fill In: (b)(1) XX%
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)). Fill In: (g) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code See SF1449 block 10 assigned to contract number TBD?. [Contractor to sign and date and insert authorized signer's name and title].
- ☒ (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ☒ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- ☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- ☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
- ☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- ☒ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
- ☒ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☒ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007).
- ☐ (ii) Alternate I (Aug 2007) of 52.222-50.
- ☒ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). Fill In: (b)(2) Michael Blotzer
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☒ (26) 52.223-15, Energy Efficiency in Energy- Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ☐ (ii) Alternate I (Dec 2007) of 52.223-16.
- ☒ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

- ___ (29) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53, and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (30) 52.225-5, Trade Agreements (Nov 2007)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- X (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -- Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>; NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

A. FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES (<http://www.acqnet.gov/far/>):

The following FAR clauses are included by reference:

- 52.204-7 Central Contractor Registration (Apr 2008)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Sep 2006)
- 52.211-15 Defense Priority and Allocation Requirement (Apr 2008)
- 52.222-1 Notice to the Government of labor disputes (Feb 1997)
- 52.222-20 Walsh-Healey Public Contract Act (Dec 1996)
- 52.225-8 Duty-Free Entry. (Feb 2000) Fill In: (g)(4) [NASA's John C. Stennis Space Center, MS (SSC), from Tariff Schedules, SSC Office of Procurement]
- 52.228-5 Insurance -- Work on a Government Installation (Jan 1997)
- 52.233-3 Protest after Award (Aug 1996)
- 52.233-4 Applicable Law For Breach Of Contract Claim (Oct 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 52.245-1 Government Property (June 2007)
- 52.245-9 Use and Charges (June 2007)
- 52.246-2 Inspection of Supplies – Fixed Price (Aug 1996)
- 52.247-34 F.O.B. Destination (Nov 1991)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)
- 52.216-18 Ordering (Oct 1995) Fill In: ((a) the date in Block 31C of the SF 1449 through five (5) calendar years from the date in Block 31C of the SF 1449)
- 52.216-19 Order Limitations (Oct 1995) Fill In: ((a) \$500,000; (b)(1) \$9,000,000; (b)(2) \$9,000,000; (b)(3) thirty (30) days; (d) thirty (30) days)
- 52.216-22 Indefinite Quantity (Oct 1995) Fill In: (d) five (5) calendar years after the date in Block 31C of the SF 1449 of the contract.)

ADDENDUM TO 52.216-18 ORDERING AND 52.216-19 ORDER LIMITATIONS:**DELIVERY ORDER ISSUANCE PROCEDURES:**

a. Requirements and Ordering. Requirements under this contract shall be ordered in accordance with the Federal Regulations (FAR) clauses entitled, "Ordering and Order Limitations." The Contracting Officer shall be responsible for soliciting proposals and awarding delivery orders.

b. Method of Placing Delivery Orders. Each Delivery Order placed against this contract shall contain the following information:

- (1) Contract Number and Delivery Order Number
- (2) Item Description (Data Sheet Number and Requirement)
- (3) Date of Order and Required Delivery Date
- (4) Funding and Appropriation Data
- (5) Total Amount
- (6) Signature of the Contracting Officer

C. Fair Opportunity.

(1) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:

(a) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;

(b) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;

(c) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or

(d) It is necessary to place an order to satisfy a minimum guarantee.

(2) Unless the procedures in paragraph (1) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

(a) The Government will consider current pricing, delivery schedule, and non-cost considerations in making the award decision for each order.

(b) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the

issuance or proposed issuance of an individual task or delivery order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(c) This clause does not guarantee the Contractor issuance of any task order or delivery order above the minimum guarantee(s) stated herein.

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) CLAUSES (<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>)

The following NFS clauses are included by reference:

- 1852.215-84 Ombudsman (Oct 2003) Fill In: b. [Patrick E Scheuermann, Deputy Director, John C. Stennis Space Center, MS 39529-6000, E-Mail (patrick.e.scheuermann@nasa.gov), Phone (228) 688-1128, or Fax (228) 688-3240.]; Alternate I (Jun 2000)
- 1852.219-76 NASA 8 Percent Goal (Jul 1997)
- 1852.223-70 Safety and Health (Apr 2002)
- 1852.223-75 Major Breach Safety & Security (Feb 2002); Alternate I (Feb 2006)
- 1852.225-70 Export Licenses (Feb 2000) Fill In: John C. Stennis Space Center, MS
- 1852.245-79 Use of Government-Owned Property (July 1997)

1852.237-73 RELEASE OF SENSITIVE INFORMATION (Jun 2005)

(a) As used in this clause, “sensitive information” refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)

(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider’s contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform

the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
 - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
 - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
 - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
 - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA

missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

	ATTACHMENT TITLE	DATE	PAGES
A	PIV Card Issuance Procedures	N/A	4
B	Past Performance Form	N/A	1
C	Past Performance Evaluation Form	N/A	1
D	High Pressure Stainless Steel Pipe System "R" Rev B SSC 47-038 CD-ROM	Aug-95	4
E	John C. Stennis Space Center Surface Cleanliness Requirements for SSC Fluid Systems Rev B SSTD-8070-0089 CD-ROM	Jul-09	24
F	Environmental Management System Procedural SPR 8500.1 Rev C CD-ROM	Oct-09	25
G	Hazardous Material, Hazardous Waste and Solid Waste Plan SCWI-8500-0004-ENV CD-ROM	Jan-09	31
H	Safety and Health Policy SPD 8715.4 REV Basic CD-ROM	Oct-09	5
I	Environmental Operations and Implementation Program Procedural SPR 8500.2 Rev B CD-ROM	Nov-09	60
J	Hot Work Permit Program SPR 8715.3 Basic CD-ROM	Nov-09	11
K	Sampling Requirement and Maximum allowable impurities for SSC fluids and Fluid Systems SSC STD 79-002 CD-ROM	Apr-00	15
L	Safety and Health Handbook SSP-8715-0001 CD-ROM	Nov-09	177
M	Standard for Dig Permit SSTD-8070-0119-MISC Rev Basic CD-ROM	Jan-09	18
N	SSC STD 8070-0126 Tubing Systems Hardware T-F Fluid Systems CD-ROM	Jan-09	58
O	Spec Control Drawings: 54B00-GM70, 54B00-GL09, 54B00-GM37, 54B00-GF08 CD-ROM	N/A	N/A

The following documents are attached hereto and made a part of the following task orders:

	ATTACHMENT TITLE	DATE	PAGE
A1	Task No. 1 (Procurement of Vacuum Jacket Piping for Transfer of Liquid Hydrogen at A-2) Statement of Work (200GF-GM03) Drawings (SZ430YFJOO DOC M1, 12-1-08); (SZ430YFJOO DOC M2, 12-1-08); (SZ430YFJOO DOC M3, 12-1-08); (SZ430YFJOO DOC M4, 12-1-08); (SZ430YFJOO DOC M5, 12-1-08) & (SZ430YFJOO DOC V1, 12-1-08) CD-ROM	Nov-09	55
B1	Task No. 2 (Refurbish High Pressure Gas Distribution System) Statement of Work (11COO-GM14) Drawings (04B221-03 DOC E1, 12-8-08); (04B221-03 DOC M1, 12-8-08); (04B221-03 DOC M2, 12-8-08); (04B221-03 DOC M3, 12-8-08); (04B221-03 DOC M4, 12-8-08); (04B221-03 DOC M5, 12-8-08); (04B221-03 DOC M6, 12-8-08); (04B221-03 DOC M7, 12-8-08); (04B221-03 DOC M8, 12-8-08); (04B221-03 DOC M9, 12-8-08); (04B221-03 DOC M10, 12-8-08); (04B221-03 DOC S1, 12-8-08); (04B221-03 DOC S2, 12-8-08) & (04B221-03 DOC V1, 12-8-08) CD-ROM	Aug-09	177
B2	Government Furnished Property Schedule (Task Order #2 Refurbish High Pressure Gas Distribution System)	Aug-09	1

Attachment A

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

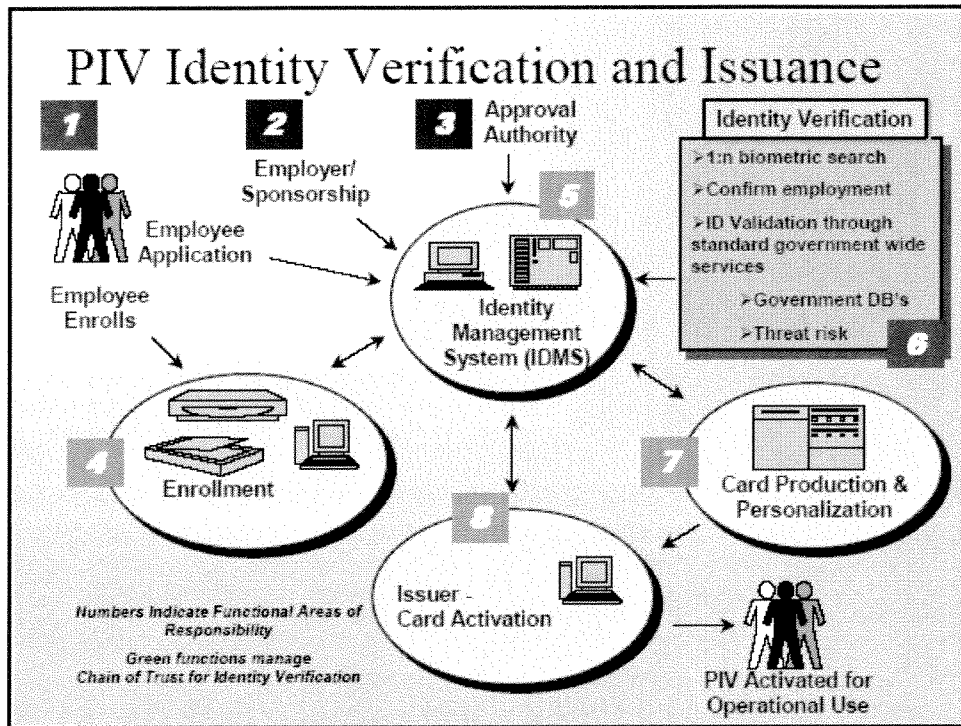


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1,

§4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

ATTACHMENT B – PAST PERFORMANCE FORM
THIS FORM IS ENCOURAGED TO BE SUBMITTED (10) DAYS PRIOR
TO BID DATE

This form contains Source Selection Information when completed (See FAR 2.101 and 3.104)

NAME OF CONTRACTOR: _____

☐ Prime ☐ Team Member ☐ Other (Describe)

1. CUSTOMER/AGENCY NAME: _____

ADDRESS: _____

TELEPHONE: _____

2. CONTRACT NUMBER: _____

3. CONTRACT TYPE: _____

4. CONTRACT AWARD AMOUNT: \$ _____

5. FINAL PRICE OF CONTRACT: \$ _____

6. VARIANCES: Explain variances from original contract value for the contract(s)

7. ORIGINAL AND MODIFIED PERIOD OF PERFORMANCE:

From: _____ To: _____

8. COGNIZANT CONTRACTING OFFICER: (If commercial, customer's business manager):

NAME: _____ EMAIL: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

9. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (If commercial, customer's technical manager):

NAME: _____ EMAIL: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

10. CONTRACT STATUS (if current, show percent complete; if terminated, explain why; if complete, so state)

11. DESCRIPTION OF THE WORK PERFORMED (use additional page as necessary):

12. Subcontracting plan performance, and other small business achievements.

ATTACHMENT C– Past Performance Evaluation Form

(FOR INFORMATION ONLY - DO NOT COMPLETE)

NAME OF CONTRACTOR:			CONTRACT#:	
Please rate the General Contractor in the applicable areas according to the applicable performance criteria.				
A rating of "6" is best unless otherwise noted.				
NO	PERFORMANCE CRITERIA		RATING	UNIT
	<u>MANAGEMENT</u>			
1	Contractor's management abilities			(1-6)
2	Professionalism of Contractor			(1-6)
3	Small Business Utilization / Subcontract management			(1-6)
4	Contractor's flexibility in handling unforeseen events			(1-6)
5	Ability to communicate effectively			(1-6)
6	Ability to coordinate the effort of its subcontractors			(1-6)
7	Ability to adjust to schedule changes and outages			(1-6)
8	Ability to produce required permits/documentation			(1-6)
9	Response time to routine changes			(1-6)
10	Overall performance of Contractor			(1-6)
11	Your overall customer satisfaction			(1-6)
12	Your comfort level in hiring the Contractor again based solely on performance			(1-6)
	<u>TECHNICAL</u>			
13	Overall quality and workmanship			(1-6)
14	Quality of Submittals (design/drawings)			(1-6)
15	Ability to follow facility rules			(1-6)
16	Ability to minimize change orders/claims/requests for equitable adjustment			(1-6)
17	Ability to minimize lost production time			(1-6)
18	Ability to minimize defects			(1-6)
19	Contractor's housekeeping practices			(1-6)
	<u>QUALITY CONTROL</u>			
20	Contractor's knowledge of codes and regulations			(1-6)
21	Compliance with Owner's safety programs			(1-6)
22	EPA/DOL knowledge & compliance. Any known violations?	Y/ N		(1-6)
23	Work place violence incidents	Y/ N		(1-6)
	<u>SAFETY PROGRAM</u>			
27	OSHA Violations past three years	Y/ N		(1-6)
28	Mitigation of OSHA violations			(1-6)
29	Overall evaluation of safety program/ safety plan			(1-6)
	<u>OTHER</u>			
30	Response time to emergencies and changes			Days
31	Response time to warranty work requests			Days
32	Job completed on time (explain if No)			Y/N
33	Job completed ahead of schedule			Y/N
34	Any known lost time caused by onsite accidents (explain if Y)	Y/ N		Y/N
	Thank you for your time and effort in responding to this survey.			

OVERALL RATING: [☐] Outstanding (6) [☐] Above Average (5) [☐] Neutral (4) [☐] Satisfactory (3) [☐] Marginal (2) [☐] Unsatisfactory (1)

Space is provided for comments (additional pages may be used if desired) and comments would be particularly appreciated concerning excellent and less than satisfactory performance.

Task No. 1: Procurement of Vacuum Jacketed Piping for Transfer of Liquid Hydrogen at A-2 Test Stand (refer to CD ROM for detail specification)

The work to be performed under this project consists of providing the labor, equipment, and materials to analyze, construct and deliver vacuum jacketed piping segments for liquid hydrogen (LH) service in replacement of the LH transfer piping at the A-2 Test Stand within the test complex area at Stennis Space Center (SSC). The work to be performed per the specification, referenced drawings and standards includes fabrication and testing of individual piping segments only. Required delivery is April 15, 2009 for 600lf and July 15, 2009 for 1103lf.

Details of this task are contained in, but are not limited to, the following specifications and drawings: (refer to CD ROM for detail specifications)

EMI Pkg. No. SZ430YFJ00

200GF-GM03, Specifications for Procurement of Vacuum Jacketed Piping for Transfer of Liquid Hydrogen At A-2 Test Stand

(End of Statement of Work)

Task No. 2: Refurbish High Pressure Gas Distribution System (refer to CD ROM for detail specification)

The work to be performed under this project consists of providing the labor, equipment, and materials to construct an aboveground cross-country gaseous hydrogen (GH) transfer line to replace existing underground GH lines at Stennis Space Center. This work includes the following:

1. Clearing and grubbing to widen existing right-of-ways (approximately one acre).
2. Installing crushed limestone bedding over which the cross-country piping will be installed.
3. Construction of cross-country pipe supports.
4. Construction of cross-country high pressure stainless steel piping (approximately 9,800 feet) with grounding protection. Cleaning and testing shall be included.
5. Construction of approximately four (4) vertical pipe loops for human/vehicle pass under.
6. Construction of approximately five (5) concrete open trench road crossings. One (1) shell road and four (4) asphalt roads.
7. Salvaging four (4) existing valves.
8. Abandon-in-place approximately 10,800 feet of existing underground piping and demolish/remove associated aboveground piping and cathodic protection test stations.

The work shall be performed while the existing underground GH lines remain in service. The project shall be planned and executed so the cross-country piping may be completely constructed in place, cleaned, and tested while isolated from the existing active GH system. Connection to the existing system will be procured after the newly constructed piping has been accepted. Completion of work is required no later than twelve months from Notice to Proceed.

The Government intends to provide for use by the contractor a 1-1/2 inch Ball Valve (refer to CD-ROM specification for detailed information & attachment F).

Details of this task are contained in, but are not limited to, the following specifications and drawings: (refer to CD ROM for detail specification)

EMI Pkg. No. SZ430YFJ00

11C00-CM14, Specifications for Rehabilitate Gaseous Hydrogen Piping in the Vicinity of the Barges and E-Complex

SSCSTD 47-038, Specification for High Pressure Stainless Steel Pipe System "R"

(End of Statement of Work)

ATTACHMENT B2
Government Furnished Property Schedule for the second Task Order

ITEM	QUANTITY	ACQUISITION COST	DATE TO BE FURNISHED TO CONTRACTOR
1-1/2 inch Ball Valve	1	\$24,000.00	Immediately available

****This attachment will be incorporated into the second Task Order. Any future government furnished property will be identified by an attachment to each Task Order**